



Board of Education

CLYDE-SAVANNAH
CENTRAL SCHOOL
DISTRICT

REQUEST FOR PROPOSAL

School Physician

Proposals due no later than 2:00 pm on June 25th, 2021

1. INTRODUCTION

The Board of Education of the Clyde-Savannah Central School District (“the District”) is requesting proposals from experienced physicians, individually or through an agency, familiar with the legal and medical requirements of medical and health services in public schools to provide services as the District’s School Physician.

2. GENERAL INFORMATION

The Clyde-Savannah Central School District, located in Wayne County, New York, has a Pre-K - 12 enrollment of approximately 800 students and approximately 175 employees including two registered nurses. There are three public school buildings and a transportation facility. The individual and/or agency shall perform the duties of a School Physician for the Clyde-Savannah Central School District as prescribed by the State of New York and by the policy, rules, and regulations promulgated by the Board of Education.

There is no expressed or implied obligation for the Clyde-Savannah Central School District to reimburse responding individuals and/or agencies for any expenses incurred in preparing proposals in response to this request.

3. SCOPE

The Proposers, and their employees, are required to be licensed and qualified to perform the services set forth herein. All professionals performing services for the District shall be licensed and insured under the laws of the State of New York, inclusive of the State Education Department licensing requirements. Proposers shall certify that all such professionals possess documentation evidencing such license and insurance qualifications as required by federal, state or local statutes, rules, regulations and orders.

The School Physician will serve as the Director of School Health Services as defined in the Education Law for the District; responsibilities may include the following:

3.1. Students

- 3.1.1. Ensure that all physical examinations as mandated by statute, regulation or as requested by the district are performed.
- 3.1.2. Consult and advise with appropriate school personnel in the maintenance of student health records.
- 3.1.3. Consult and advise with appropriate school personnel on individual student health needs.
- 3.1.4. Act as liaison as requested between the district and students’ physicians.
- 3.1.5. Provide other services as requested.

3.2. Pupil Personnel Services

- 3.2.1. Serves as member of CSE and attend meetings as requested.
- 3.2.2. Consult and advise the district on the needs of special education students.
- 3.2.3. Provide referrals as requested to other medical or clinical specialists.
- 3.2.4. Provide other services as requested.

3.3. Athletics

- 3.3.1. Ensure that all sports physicals are performed as necessary to meet district and State Education requirements.
- 3.3.2. Consult and advise the district on health and safety practices of the athletic program.
- 3.3.3. Determines students' medical eligibility to participate in particular sports activity.
- 3.3.4. Ensure athletes and District complies with all required State Education and Section V medical related requirements.
- 3.3.5. Consult with District Athletic Trainer on an as needed basis.
- 3.3.6. Provide other services as requested.

3.4. Personnel/Occupational Medicine

- 3.4.1. Perform all physical exams (including bus drivers under Article 19-A) of district employees as requested.
- 3.4.2. Provide referrals as requested to other medical or clinical specialists.
- 3.4.3. Consult and advise the district on physical, mental or other health related questions regarding individual employees including appropriate diagnostic exams, procedures, and tests.
- 3.4.4. Act as liaison as requested between the district and employees' physicians.
- 3.4.5. Provide other services as requested.

3.5. General (as requested by the District)

- 3.5.1. Consult and advise on interpreting Public Health Laws governing control of communicable diseases and immunization, and establishing policies and procedures governing the exclusion or readmission of pupils in connection with infectious or contagious disease.

- 3.5.2. Consult and advise, at regular intervals, on making a sanitary survey of the buildings and grounds to detect possible health or safety hazards and on submitting a report in writing to the chief school administrator at least once a year.
- 3.5.3. Consult and advise on establishing policies governing procedures to be followed in the event of injury or emergency illness of a child or employee. These instructions governing first aid should be reviewed annually, signed by the school physician and adequately distributed throughout each building.
- 3.5.4. Consult and advise on reviewing all reports of accidents, excuses from any of the physical activities connected with the school program; and interpret medical certificates of various types presented to the school administrator.
- 3.5.5. Consult and advise on providing health information individually and in groups to pupils, teachers, nurse-teachers, and school administrators.
- 3.5.6. Consult and advise on providing in-service training to school personnel on matters such as: first aid, personal hygiene, food handling, critical health issues, and new developments in health care.
- 3.5.7. Consult and advise the Superintendent of Schools, school administrators and school health personnel on medical problems and public health procedures, assuring that no school policies or practices are in conflict with the health and safety needs of the total pupil population.
- 3.5.8. Consult and advise the Superintendent of Schools on a public information program on school health.
- 3.5.9. Consult and advise on participating actively in school or community health councils.
- 3.5.10. Consult and advise, with other school health workers, on sharing responsibility for informing the public of the school health program through parent-teacher associations, civic clubs and related community agencies.
- 3.5.11. Understands and agrees that school physician and their employees shall comply and is responsible for complying with all applicable federal, state and local statutes, rules and ordinances, including the New York State Safe Schools Against Violence in Education (SAVE) legislation.
- 3.5.12. The school physician and their employees further agree and understands that all teachers and/or professional service providers must be cleared by the New York State Education Department in accordance with the provision contained in the SAVE Legislation prior to providing services to the School District. In the event that the successful proposer sends a provider to the School District who has not obtained fingerprinting clearance with the State

Education Department the School District shall have the right to immediately terminate the contract.

4. INSTRUCTIONS TO PROPOSERS

4.1. Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that the Proposer:

- 4.1.1. Has carefully read and fully understand the information that was provided by the District to serve as the basis for submission of this proposal.
- 4.1.2. Has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 4.1.3. Represents that all information contained in the proposal is true and correct.
- 4.1.4. Acknowledges that the District has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the District permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition. The District shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the District or its representatives.

4.2. Submission of Proposals

All proposals shall be submitted to:

Susan Gray
Assistant Superintendent for Business & Operations
Clyde-Savannah Central School District
215 Glasgow Street
Clyde, NY 14433

Proposals must be delivered no later than 2 p.m. on June 25th, 2021. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit five (5) copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked **"CLYDE-SAVANNAH CENTRAL SCHOOL DISTRICT SCHOOL PHYSICIAN - RFP."**

4.3. Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

4.4. Rights of the District

This RFP does not commit the District to enter into a contract, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The District reserves the right to:

- Reject any and all Proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for their own convenience;
- Remedy technical errors in the Request for Proposals process; and/or
- Waive informalities and irregularities in the Proposals

An agreement shall not be binding or valid with the District unless and until it is approved by the District's Board of Education.

5. RFP TIMELINE

It is anticipated that the selection of a School Physician will be completed by no later than July 1, 2021. Following the notification of the selected School Physician, an Agreement will be executed between both parties as soon as possible thereafter. The Board of Education will make the final acceptance of the proposal for School Physician.

The RFP Timeline is as follows:

RFP Issued	May 27 th , 2021
Deadline for Receipt of Proposals	June 25 th , 2021
Interviews, if necessary, will be held between June 28 th , and June 29 th of 2021.	June 28 th and 29 th , 2021
Contract awarded	July 14 th , 2021

6. INFORMATION TO BE SUBMITTED

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the District's requirements and the Proposer's approach to successfully provide such services within budget.

All proposals shall address the following items:

- 6.1. Fee for services to the District for the years ending 2022, 2023 and 2024.

This fee should be a flat annual rate and include necessary expenses. The fee should also cover follow-up work, rectifying deficiencies with any cognizant agencies, and provide for advice and counsel to District staff throughout the term of this contract.

Each Proposal will also state the basis on which special services fees will be billed.

- 6.2. Names and resumes of Physician staff to be assigned to this contract, including the doctor(s) in charge. It is fully expected that the staff indicated will be those assigned to the contract. Please provide an affirmation statement that those assigned have met, and will meet, during the term of the agreement with the District, all necessary continuing professional education (CPE) requirements. Also, provide the name(s) of individuals in the firm that will be available throughout the term of the contract for continuing advice and counsel.

For each individual providing services please include a description of their professional experience and credentials, including at least the following:

- Experience with School Health Services (including a list of prior engagements)
- Experience with Pediatrics
- Experience with Occupational Medicine (including a list of prior engagements)

- 6.3. A listing of all experience in the performance of the requested services for school districts in New York State and the years of such experience.

- 6.4. Responses to this request for proposal should include an affirmation by the Physician that there are no conflicts of interest between the Physician and the District.

- 6.5. Proposal Plan

- 6.6. Proposer Warranties

- 6.7. Certification of Compliance with the Iran Divestment Act

- 6.8. Three school district references.

7. INSURANCE REQUIREMENTS

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined as attached.

8. REVIEW AND SELECTION PROCESS

The District reserves the right to accept or reject any or all proposals or any parts of proposals.

The proposals submitted will be reviewed by the Superintendent of Schools, the Assistant Superintendent of Schools, the Director of Special Education and Pupil Personnel Services, the Athletic Director and School Nurse for recommendation to the Board of Education. During the evaluation process, Clyde-Savannah Central School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from those submitting proposals.

The District may request an interview with one or more Proposers before making a selection. **The Board of Education reserves the right to award this contract to more than one provider.**

The District will evaluate the proposals provided in response to this RFP based on the following criteria:

- Qualifications – size and experience of people, by level, that would be assigned to the contract.
- Number of New York State school districts for whom the Physician has performed services, including total years of service.
- Other professional services that will be performed for the District in addition to or in conjunction with regular services.
- Availability
- Professional fees
- References

9. COLLUSION

Each Proposer must submit the non-collusive bidding certification attached hereto. Such statement must be subscribed by the Proposer and affirmed by the Proposer as true under the penalties of perjury.

10. INDEPENDENT CONTRACTOR

The School Physician will be an independent contractor and not an employee of the District.

11. AGREEMENT

Services will be provided pursuant to the terms of a mutually satisfactory written agreement.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the District.

13. QUESTIONS

Please direct any questions regarding this RFP to Susan Gray, Assistant Superintendent for Business & Operations, via email only at **Susan.Gray@clydesavannah.org**

or in accordance with hourly rate fee schedule:

CPSE and CSE Consultations & Meetings	\$
Student/Athletic physical	\$
School Bus Driver 19A Physical Exam	\$
DOT Examination	\$
DOT urine drug test	\$
DOT Breath Alcohol Test	\$
Random Drug Testing Pool Administration/On-Call Staffing Fee	\$
Fit for duty exam – fees based on complexity of the evaluation and time dedicated to employee	\$
Consulting Services	\$

D. Quote for additional services beyond the scope of this RFP.

\$ _____ per hour 2021-2022

\$ _____ per hour 2022-2023

\$ _____ per hour 2023-2024

PERSONNEL:

- A. Doctor(s) in charge: list names and attach resumes.
- B. Other physician/nurse practitioner staff assigned to provide services to the District: list names and attach resumes.
- C. By submission of this proposal, I hereby attest that all of the above referenced physicians/nurse practitioners who will be assigned to provide services to the District have met, and will meet during the term of the agreement with the District, all necessary continuing professional education (CPE) requirements.
- D. Any other individuals in the practice group who will be available throughout the term of the agreement with the District to provide advice and counsel: list names and attach resumes.

PRIOR/CURRENT EXPERIENCE WITH SCHOOL DISTRICTS

Attach a list all NYS school districts served by your practice and the dates of service.

PROPOSAL PLAN

Provide, in reasonable detail, an outline of your plan for providing services.

NO CONFLICTS ATTESTATION

Include affirmation that no conflicts of interest exist between the School Physician and the District, the Board of Education or its administrators.

REFERENCES

Please provide three school district references we may contact:

1. Name of District: _____
Contact's Name: _____
Contact's Title: _____
Contact's Phone: _____
2. Name of District: _____
Contact's Name: _____
Contact's Title: _____
Contact's Phone: _____
3. Name of District: _____
Contact's Name: _____
Contact's Title: _____
Contact's Phone: _____

PROPOSER WARRANTIES

1. Proposer warrants that it is properly licensed, registered, and insured in New York to provide Physician services to the Clyde-Savannah Central School District.
2. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written consent of the Clyde-Savannah Central School District.
3. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Name (Printed): _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSIVE BIDDING CERTIFICATION

Clyde-Savannah Central School District

§ 103-d of the General Municipal Law

Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State or Fire District

Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or by a fire district or any agency thereof, for work or services performed or to be performed or goods sold or to be sold shall contain the following statement by the bidder as true under the penalties of perjury:

Non-collusive Bidding certification. By submission of this bid or proposal, the bidder certifies that:

a. this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;

b. this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this RFP to any other bidder, competitor or potential competitor;

c. no attempt has been or will be made to induce any other person, partnership or corporation to submit a bid or proposal;

d. the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on his behalf;

e. that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

Date

(Signature)

(Name of Business)

CLYDE-SAVANNAH CENTRAL SCHOOL DISTRICT
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York , a new provision has been added to State Finance Law (SFL) §165-a and New York General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL §165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Vendor, any person signing on behalf of any Vendor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website that to the best of its knowledge and belief, that each Vendor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL§165-a(3)(b).

Additionally, Vendor is advised that once the Prohibited Entities List is posted on the OGS Website, any Vendor seeking to renew or extend a contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the District receive information that a Vendor is in violation of the above-referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that they have ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the vendor in default. The District reserves the right to reject any proposal or request for assignment for a Vendor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Vendor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says

(Name)

that he/she is the _____ of the _____

(Title) (Vendor)

and that neither the Vendor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed

Sworn before me this _____ day of _____, 2021

Seal

Notary Public

INSURANCE REQUIREMENTS

I. CERTIFICATE OF INSURANCE:

- a) Participant(s) shall be listed as an additional insured on a “primary and non-contributory basis” to the entity’s Comprehensive General Liability Policy and shown on the Certificate of Insurance.
- b) “Certificate Holder” shall be made out to the Participant(s) listed in the RFP/bid document.
- c) Coverage must comply with all specifications of the contract.
- d) Executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.
- e) The Certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the Participant(s) of the RFP/bid requesting this Certificate before such change shall be effective.
- f) Forward the completed certificate to: Clyde-Savannah Central School District upon contract award.

II. INSURANCE

Proposers shall submit **Certificates of Insurance** properly executed by an authorized representative of the insurance carrier for the following:

- **Comprehensive General Liability Policy & Excess Liability/Umbrella Insurance Coverage**

- A. **COMPREHENSIVE GENERAL LIABILITY**

- \$1,000,000 each occurrence / \$2,000,000 aggregate limit

- B. **EXCESS Liability/Umbrella**

- \$1,000,000 each occurrence / \$1,000,000 aggregate limit

- **Auto Liability Insurance** – if any motor vehicle is used in the work, Auto Liability Insurance covering bodily injury and property damage with minimum combined single limit of \$1,000,000. The certificate shall name Clyde-Savannah Central School District as an “Additional Insured”.

- **Workers' Compensation** as required by New York State Law for all employees and required subcontractors.

- **Disability Insurance** as required by New York State Law for all employees and required Subcontractors.

- **Professional Liability** (Malpractice/Errors-Omission) - Minimum of \$1,000,000/\$2,000,000 Aggregate

PHYSICIAN CONTACT INFORMATION AND AFFIRMATION OF PROPOSAL

FIRM _____

ADDRESS _____

PHONE # _____ FAX # _____

NAME OF AUTHORIZED REPRESENTATIVE
OF PHYSICIAN (print) _____

SIGNATURE _____

TITLE _____

DATE _____

Return to:

Susan L. Gray
Assistant Superintendent for Business & Operations
Clyde-Savannah Central School District
215 Glasgow St.
Clyde, NY 14433

By: June 25th 2021, at 2 p.m.